

REGISTERED

UNITED STATES BANKRUPTCY  
COURT

Southern District of New York  
One Bowling Green

USA New York, NY 10004-1408



**Transfer and Assignment Agreement (the "Agreement")**

between

- (1) **EFG BANK AG**, (the "**Assignor**"; Bahnhofstrasse 16 PO Box 2255  
8022 Zurich Switzerland

(the "**Assignor**" or "**Transferor**")

and

- (2) **Gonet et Cie Genève, 6 Bd du théâtre, CP 5009, 1211 Genève 11, Switzerland**

(the "**Assignee**" or "**Transferee**").

1. The Assignor des hereby unconditionally and irrevocably transfer and assign ("**Assignment**") unto the Assignee, his successors and assigns, all rights and obligations, title and interest in the principal amount of [] in respect of structured security having ISIN number XS0328923379 and blocking number [CA69221] Case No. 08-13555 (JMP), in Claim No. 0000055837 (the "**Claim**") of EFG Bank AG. The Assignee accepts such transfer and agrees to assume all obligations and to receive all rights of the Assignor title and interest in the principal amount of Nominal EUR 35000 in respect of structured security having ISIN number XS0328923379 and blocking number [CA69221] Case No. 08-13555 (JMP), in Claim No 0000055837 (the "**Claim**") of EFG Bank AG.
2. The Assignor hereby waives any objection to the Assignment of the Claim to the Assignee on the books and records of Lehman Brothers Holdings, Inc. ("the **Debtor**") and the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**"), and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Assignor acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring and assigning to the Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. OCT 16 2012
3. The Bankruptcy Court can be directed to make all future payments and distributions, and to give all notices and other communications, in respect of the

Claim to the Assignee.

4. The Assignee shall file an evidence of Transfer of Claim in form and substance as attached to this Agreement as Annex 1 to the Bankruptcy Court by himself.
5. The Assignee hereby irrevocably and unconditionally agrees, undertakes and covenants with the Assignor to release and discharge the Assignor from all claims, demands, liabilities and obligations whatsoever (whether past, present or future) absolutely in connection with the assignment stated herein (including but not limited to the complete or partial failure of this assignment) and the Assignee hereby irrevocably and unconditionally waives any claim that he has or may have against the Assignor absolutely in connection therewith.
6. The Assignee hereby agrees to fully indemnify and keep the Assignor and their successors and assigns fully indemnified from and against all claims, demands, liabilities and obligations whatsoever (whether past, present or future) which the Assignor may incur or sustain in connection with the assignment stated herein (including but not limited to the complete or partial failure of this assignment).
7. This Agreement shall be governed by and construed in all respects in accordance with the laws of Switzerland (i.e. with the exception of Swiss conflict of laws rules). Any conflict arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.

Place, Date: Geneva, 27 September 2012

**EFG Bank AG**

X. Dejean  
Vice President



[Xavier Dejean]

Antonio Francisco  
First Vice President



[Antonio Francisco]

Place, Date:

*Geneva, 8<sup>th</sup> October 2012*

**The Assignee**

[client name]

**Annex 1**



**EVIDENCE OF TRANSFER OF CLAIM**

TO: United States Bankruptcy Court for the  
Southern District of New York ("**Bankruptcy Court**")

RE: Lehman Brothers Holdings, Inc. ("**Debtor**")  
Case No. 08-13555 (JMP)

EFG BANK AG ("**Transferor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby unconditionally and irrevocably transfer and assign unto:

**Gonet et Cie Genève, 6 Bd du théâtre, CP 5009, 1211 Genève 11, Switzerland**

its successors and assigns ("**Transferee**"), all right, title and interest in the principal amount of Nominal 35'000 EUR in respect of structured security having ISIN number [XS0328923379] and blocking number [CA69221] Case No. 08-13555 (JMP) in Claim No 0000055837 (the "**Claim**").

Transferor hereby waives any objection to the transfer of the Claim to Transferee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Transferor transferring to Transferee the Claim and recognizing the Transferee as the sole owner and holder of the Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to Transferee.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated on 27<sup>th</sup> of September 2012.

**EFG BANK AG**

By: X. Dejean  
Vice President

Xavier Dejean:

**Antonio Francisco**  
First Vice President

By:

Antonio Francisco: